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VIA E-FILING AND HAND DELIVERY

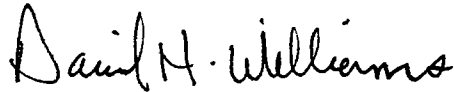
The Honorable Joseph J. Farnan, Jr.
United States District Court
J. Caleb Boggs Federal Building
844 North King Street
Wilmington, DE 19801

RE: *Wesley Ulmer v. The Home Depot, Inc.*
Civil Action No. 06-459

Dear Judge Farnan:

We are writing to correct an omission to Exhibit A of the Notice of Removal filed with the Court on July 28, 2006 (D.I. 1). Attached is page 3 of the Complaint in *Wesley Ulmer v. The Home Depot, Inc.*, C. A. No. 06C-06-238 PLA (Superior Court) which was missing from Exhibit A when filing the Notice of Removal. We apologize for any inconvenience this omission may have caused the Court.

Respectfully submitted,



David H. Williams
(#616)

DHW/jam
Enclosure

cc: R. Stokes Nolte, Esquire (w/enc.) – via e-filing
Richard W. Black, Esquire (w/enc.) – via e-mail
Clerk of the Court (w/end.) – via e-filing

injuries. He now has to see his doctor for treatment of his panic disorder every month, whereas before this incident he was only seeing him once every 3 to 4 months.

20. As a further result of the above-referenced incident, Mr Ulmer suffered pain and suffering and may continue to experience the same for an indefinite time in the future.

COUNT I- BREACH OF CONTRACT
Breach of Duty of Good Faith and Fair Dealing

21. Paragraphs 1-20 of Plaintiffs' Complaint are incorporated herein by reference as though set forth at length.

22. The contract of employment between Mr. Ulmer and Home Depot was subject to a duty of good faith and fair dealing by both parties thereto.

23. By their actions and conduct as set forth herein, the defendants breached the duty of good faith and fair dealing arising and accompanying Mr. Ulmer's contract of employment with Home Depot.

24. As a direct and proximate result of the conduct of the defendants as outlined above, Mr. Ulmer was damaged as set forth herein.

WHEREFORE, Plaintiff, Mr. Ulmer, requests that this Court enter judgment in his favor and against Defendant, Home Depot, in the amount of his compensatory damages, punitive damages, litigation costs, attorney's fees and pre-judgment interest.

COUNT II- PUNITIVE DAMAGES
Intentional, Malicious and Wanton Behavior of Defendants

25. Paragraphs 1-24 of Plaintiffs' Complaint are incorporated herein by reference as though set forth at length.